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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ALICIA NOLEN, on behalf of herself and on behalf
of all others similarly situated,

Plaintiffs,

v.

PEOPLECONNECT, INC., a Delaware Corporation,
Defendant.

Case No. 3:20-cv-09203-EMC

The Honorable Edward M. Chen

**DEFENDANT'S PROPOSED ORDER RE:
CLASSMATES.COM WEBSITE ACCESS**

1 Pursuant to the Court's July 17, 2023 Order, Dkt. 222, Plaintiff Alicia Nolen ("Plaintiff") and
2 Defendant PeopleConnect, Inc. ("PeopleConnect") (collectively the "Parties"), the Court hereby orders
3 that the Parties abide by the following protocol for Plaintiff's counsel's access to the Free Member
4 portions of the Classmates.com website:

5 1. PeopleConnect will provide login credentials for counsel, Benjamin Osborn, to access the
6 Free Member portions of Classmates.com website within one business day after the Court enters this
7 stipulation. Mr. Osborn shall not be permitted to change the account credentials, change the account
8 settings, or upgrade to a Subscriber account.

9 2. The login credentials shall only be used by Mr. Osborn and no one else.

10 3. Mr. Osborn will use the login credentials for the sole purpose of capturing screenshots
11 (including videos) of the website for this litigation only and for no other purpose. Plaintiff and her counsel
12 specifically agree that they shall not use the login credentials for any other purpose including, but not
13 limited to: (a) communicating or interacting with other Free Members or Subscribers through the use of
14 available website features such as private messages, profile visits, profile notes, conversations, message
15 boards, photo tags, "I remember you" notifications, or otherwise; (b) uploading photos; (c) creating
16 reunions or conversations; or (d) purchasing yearbooks.

17 4. Mr. Osborn will not use the login credentials to identify putative class members or potential
18 class representatives for this lawsuit and will not use them for any other action or proceeding.

19 5. Mr. Osborn will only access the 1960 Classmates Test High School Yearbook, the 2016
20 Sanford High School Yearbook from Sanford, Maine, and the 2016 Tulare Union High School Yearbook
21 from Tulare, California, the yearbook in which Plaintiff's information appears.

22 6. Mr. Osborn's access to the website will terminate immediately after the disposition of this
23 action as defined in paragraph 4 of the Parties' Stipulated Protective Order, Dkt. 124.

24 7. If Mr. Osborn violates this agreement, PeopleConnect immediately can revoke his access.

25 8. Any specific searches conducted by Mr. Osborn will not be used to create purported
26 violations of California's Right of Publicity statute, Cal. Civ. Code § 3344 or to allege or argue that a
27 particular person has been searched for or had their name or photograph displayed or used within the
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1 meaning of Cal. Civ. Code § 3344 on the Classmates.com website for purposes of establishing liability
2 under that statute. However, except as set forth in Paragraphs 3 to 5 of this Stipulation and Proposed
3 Order, nothing in this Stipulation and Order prohibits Mr. Osborn from conducting searches or using other
4 functionality of Classmates.com as evidence to illustrate how the website operates and what information it
5 contains.

6 9. In PeopleConnect providing, and Mr. Osborn using, the login credentials, Mr. Osborn is
7 not binding himself or any of his current or future clients to the Classmates.com Terms of Service or to
8 arbitration with PeopleConnect.

9 10. PeopleConnect's supplying the credentials to Mr. Osborn as required by the Court's July
10 17, 2023 Order and his subsequent use of those credentials on Classmates.com pursuant to this Order shall
11 in no way prejudice or otherwise impact PeopleConnect's arguments in this or any other proceeding that
12 Mr. Osborn bound himself and/or his current or future clients to PeopleConnect's Terms of Service,
13 including the requirement to arbitrate all disputes, based on any activities he has taken on Classmates.com
14 that are not specifically permitted by this Stipulation and Order. PeopleConnect agrees that Mr. Osborn's
15 use of Classmates.com, pursuant to this Stipulation and Order, does not bind him to any of
16 PeopleConnect's Terms and Conditions, including but not limited to any agreement to arbitrate claims.

17 **IT IS SO ORDERED.**
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21 DATED: _____

HON. EDWARD M. CHEN
U.S. DISTRICT COURT JUDGE